

DAYBREAK STABLES, INC.
WAIVER OF RIGHTS TO SUE AND ASSUMPTION OF RISKS

1. My signature on this agreement indicates that I understand that horses are unpredictable animals; that horses are sometimes dangerous; and that activities related to horses, including horse visiting and horse care pose particular risks including, but not limited to,

- (1) the propensity of an equine to behave in dangerous ways which may result in injury to the participant or to the visitor;
- (2) the inability to predict an equine's reaction to sound, movements, objects, persons, other horses or animals, and
- (3) hazards of surface and subsurface conditions.

I further understand that the age of the horse does not establish or limit the danger it may pose, and I accept that a horse of any age, size, condition or activity level can be dangerous. I agree that riding, mounting, or sitting on any horse at Cedarwood Farm, Greenwood Farm or at Daybreak Stables, Inc. is strictly prohibited during visits, including horses I own. I understand and agree that Daybreak Stables, Inc. has made no representation to me of any kind or character concerning the suitability, gentleness, or habits of any horse of theirs, of mine, or belonging to others which I may visit or be exposed to nor has Daybreak Stables, Inc. made any representation of any kind or character concerning the suitability of Cedarwood Farm, Greenwood Farm and other property used by them for visiting, walking, hiking, driving or traversing in any manner. I hereby assume full responsibility and risk and agree not to bring legal action against anyone for any accident to me, those with me, and/or to any minor under my care and/or to any horse I own or come in contact with, voluntarily or otherwise, while on Cedarwood Farm, Greenwood Farm or the property of Daybreak Stables, Inc. and other property used by them. I hereby certify that I knowingly and voluntarily assume the risk of any accident or injury that might occur to me or to a horse owned by me, or to my employee or to anyone accompanying me in the course of visiting, walking on, hiking on, driving on, or traversing in any manner Cedarwood Farm, Greenwood Farm, or Daybreak Stables, Inc.'s property, and other property used by them, going in proximity to horses, or to other activities on Daybreak Stables, Inc.'s property or any property used by them. I do hereby release and forever discharge for myself, my heirs, executors, and administrators, Daybreak Stables, Inc., Cedarwood Farm, Greenwood Farm, their employees, stockholders, agents, and owners, of and from any and all manner and cause of actions, suits, recognizance, controversies, damages, claims and demands whatsoever in law or in equity which I now have or hereafter in the future can or may have or which any minors or

children under my care hereafter can, shall or may have by reason of any manner, cause or thing whatsoever rising out of any manner or thing contained in this agreement, or arising out of, or in connection with visiting horses on Daybreak Stables, Inc.'s property or other property used by it, using or coming into contact with any equipment, buildings and/or improvements, and/or participating in any activity on the property of Daybreak Stables, Inc. or property used by it.

2. I understand that Daybreak Stables, Inc. uses other property in its business and accept that this waiver covers all properties and affiliates of the properties used by Daybreak Stables, Inc. in the course of its business. I agree and understand that I must notify Daybreak Stables, Inc. via mail, email or phone before I visit so to verify that the time and date is acceptable and agreeable to it. I agree that the foregoing obligations shall be binding on me personally and for all members of my family including any minors and for employees accompanying me or sponsored by me. I further agree to indemnify Daybreak Stables, Inc. for any and all costs, including reasonable attorneys' fees, incurred in defending against any suit claims. I have carefully read this entire agreement and fully understand its contents. I am aware this is a release of liability and a contract between me and Daybreak Stables, Inc. and I have signed it of my own free will. I have executed this agreement on the date indicated and this agreement shall continue in full effect until cancelled in writing by both signatories.

Printed Name _____

Signature _____ Date _____

Printed Name: _____

Signature _____ Date _____